

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 29 APRIL 2003		4. REQUISITION/PURCHASE REQ. NO. SP0600-01-0159/BASIC		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL - SHARON DAVIS/DESC-PEC PHONE - (703) 767-9514 P.P 1.8E			CODE SP0600		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)					9a. AMENDMENT OF SOLICITATION NO. SP0600-02-R-0071		
					9b. DATED (SEE ITEM 11) 31 MAY 2002		
					10a. MODIFICATION OF CONTRACT/ORDER NO.		
					10b. DATED (SEE ITEM 13)		
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is [x] extended, is not [] extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE CONTINUATION PAGE							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER			
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				_____ (Signature of Contracting Officer)			

A. Closing date and time for Solicitation SP0600-02-R-0071 is revised to read 19 May 2003 at 3:00 p.m. local time, Ft. Belvoir, Virginia.

B. Clause B1.05-2, SUPPLIES TO BE FURNISHED (OVERSEAS PC&S), is modified as follows:

Revise the quantity (Page 5 in Solicitation) for Auto Diesel Fuel, DF-2 to 617,494 liters and for Fuel Oil, Burner, Grade #6 to 806 metric tons.

C. The following Clauses have been revised:

1. 11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2002)
2. 11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)
3. F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)
4. 1209.09 EXTENSION PROVISIONS (DESC APR 2003)

D. The following Clause is added:

F30.07 ORDERING INSTRUCTIONS (FRANCE) (DESC FEB 2003)

E. Please acknowledge this amendment by completing Blocks 15A, 15B, & 15C and returning it by 19 May 2003.

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b), that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

[] 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). []Alt I. []Alt II.

[] 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

[] 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

[] 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

[] 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
[]Alt I.

[] 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] 52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).

[] 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] 52.222-26, Equal Opportunity (E.O. 11246).

[X] 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

[X] 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

[] 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

[] 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)). []Alt I (42 U.S.C. 6962(i)(2)(C)).

[] 52.225-1, Buy American Act -- Supplies (41 U.S.C. 10a - 10d).

[] 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). []Alt I. []Alt II.

[] 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

[] 52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).

[] 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[] 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

[] 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

- ☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241). ☐ Alt I.

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).

- ☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) COMPTROLLER GENERAL EXAMINATION OF RECORD. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
 - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et. seq.).
- (FAR 52.212-5)

11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
DLAD: <http://www.dla.mil/j-3/j-336>

(c) All DESC clauses and provisions are contained in full text in this document.

(d) Solicitation Provisions Only. The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS (OCT 1997)
Under paragraph (c) "The telephone number of receiving facsimile equipment is <u>703-767-8506</u> ."		
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (SEP 1999) - DLAD

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE
F105	FAR 52.211-16	VARIATION IN QUANTITY
Under paragraph (b) "The permissible variation shall be limited to <u>10% increase/decrease</u> . This increase or decrease shall apply to each delivery order."		
I11.04	FAR 52-243-13	BANKRUPTCY
I12.02	DFARS 252.204-7004	CHOICE OF LAW
I27	FAR 52.203-3	GRATUITIES
I28.21	FAR 52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS
I33	FAR 52.232-17	INTEREST

I84 FAR 52.216-21 REQUIREMENTS
Under paragraph (f) “30 days after the expiration of the ordering period.”

I211 FAR 52-216-18 ORDERING
Under paragraph (a) “Such orders may be issued from Date of Award through 31 October 2004.”

(DESC 52.252-9F08)

F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: Date of Award and ends: 31 October 2004.

(2) Delivery period begins: Date of Award and ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

F30.07 ORDERING INSTRUCTIONS (PC&S) (FRANCE) (DESC MAR 2003)

Delivery orders issued against awards made under this tender will state quantities in liters for all products except FO6 or the French commercial equivalent referred to as Fuel Lourds No. 2 TBTS. Delivery orders for FO6 will state quantities in metric tons. For computation purposes only, when placing delivery orders for FO6, the following measurements will be used:

(a) One U.S. gallon equals 3.78541 liters.

(b) One U.S. gallon equals 0.003691 metric tons.

(c) One liter equals 0.000977 metric tons.

(DESC 52.216-9FE2)

I209.09 EXTENSION PROVISIONS (DESC APR 2003)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)